

EXHIBIT C

SANJIV DHAWAN VOLUME II 30B6
National Specialty Pharmacy v Sameer Padhye, et al

December 12, 2024
61

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

National Specialty .
Pharmacy, LLC, .
Plaintiff, . Civil Action No.
v. . 5:23-cv-04357-PCP.
San Francisco, California
Sameer Padhye, et al., .
Thursday, December 12,
2024
Defendants. .
9:14 a.m.

.

VOLUME II
DEPOSITION OF

SANJIV DHAWAN 30(b)(6)

Taken by the Defendant

LATYSHA GODWIN, CER-1812
Esquire Deposition Solutions

Proceedings recorded by electronic sound recording;
Transcript produced by transcription service.

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INDEX TO EXAMINATION

EXAMINATION	PAGE
Examination by Mr. Poulson	66

INDEX OF EXHIBITS

DEFENDANTS'	DESCRIPTION	PAGE
Exhibit 6	List	67
Exhibit 7	Texts	95
Exhibit 8	Texts	115
Exhibit 9	E-mail	121
Exhibit 10	E-mail	126
Exhibit 11	E-mail	131
Exhibit 12	E-mail	137
Exhibit 13	E-mail	142
Exhibit 14	E-mail	146
Exhibit 15	E-mail	147
Exhibit 16	E-mail	150
Exhibit 17	E-mail	155
Exhibit 18	E-mail	160
Exhibit 19	E-mail	169
Exhibit 20	E-mail	173
Exhibit 21	E-mail	186

SANJIV DHAWAN VOLUME II 30B6
National Specialty Pharmacy v Sameer Padhye, et alDecember 12, 2024
64

INDEX OF EXHIBITS (CONTINUED)

Exhibit	22	E-mail	194
Exhibit	23	E-mail	198
Exhibit	24	E-mail	202
Exhibit	25	Account activities	204
Exhibit	26	Account activities	210
Exhibit	27	Account activities	217
Exhibit	28	Marketing Artifacts Production	219
Exhibit	29	LV Accounts	221
Exhibit	30	Marketing Events Analytics	224
Exhibit	31	Marketing Artifacts Creation	227
Exhibit	32	Master DOE Patient List	229
Exhibit	33	Second Amended Complaint	234
Exhibit	34	At Will Employment Exhibit 1	235
Exhibit	35	At Will Employment Exhibit 2	261
Exhibit	36	At Will Employment Exhibit 3	264

(Exhibits 6 through 36 are attached to the original transcript.)

1 THE RECORDER: We are now on the record at
2 9:14 a.m., Pacific Time, on December 12th, 2024, to take
3 the deposition of Sanjiv Dhawan in the case of -- Sanjiv
4 Dhawan as the corporate representative and -- in the
5 case of National Specialty Pharmacy versus Sameer
6 Padhye.

7 My name is Latysa Godwin, notary public in
8 the state of California. I will be capturing the
9 verbatim record of today's proceeding using electronic
10 audio equipment, a computer, and specialized recording
11 software, which is not a form of stenography.

12 The witness is located in San Francisco and
13 has confirmed their identity with a driver's license
14 issued by the DMV.

15 Will everyone in attendance please identify
16 yourselves for the record and state who you represent.

17 MR. POULSON: Rich Poulson for the defendant,
18 Sameer Padhye.

19 MR. SINGH: Nitoj Singh for plaintiff,
20 National Specialty Pharmacy.

21 MR. DHAWAN: Sanjiv Dhawan for National
22 Specialty Pharmacy.

23 THE RECORDER: Absent any objection at this
24 time, counsel and the witness agree to my administration
25 of the oath to this witness and that the final

1 to market to patients, providers.

2 Q. And when was it used for that purpose?

3 A. When monday.com was accessed by Mr. Padhye on a
4 number of occasions after his resignation.

5 Q. Okay. So -- I'm sorry. So he misused the trade
6 secrets from the PK database when he accessed
7 monday.com?

8 A. No, sir. You asked me if he misused any trade
9 secrets, and I said in the general sense he -- when he
10 accessed monday.com and when he sent PK reports to his
11 personal e-mail, that was improper access.

12 Q. Okay.

13 A. Mr. Padhye -- Mr. Padhye took a HIPAA course --

14 Q. Right.

15 A. -- and certification prior to his beginning
16 employment.

17 Q. Right.

18 A. He knew all of the rules that govern patient data
19 and medically identifiable information at the time he
20 sent himself these reports.

21 Q. So why was it improper that he sent it to himself?

22 A. It is disclosure outside of the pharmacy.

23 Q. It's to himself. It's not to -- okay. Are you
24 aware of Mr. Padhye ever disclosing any of NSP's
25 trade secrets to a third party?

1 A. No, not specifically.

2 Q. Are you aware of Mr. Padhye ever using any of NSP's
3 trade secrets after he left NSP?

4 A. I'm aware that he was accumulating patient data for
5 the purpose of opening a pharmacy in addition to
6 whatever other activities he was engaging in. I assume
7 in the context of that process, he disclosed this
8 information.

9 Q. So after he left NSP, was there any prohibition
10 against Mr. Padhye entering the pharmacy business?

11 MR. SINGH: Objection to the extent it calls
12 for a legal conclusion.

13 THE WITNESS: Not that I'm aware, no.

14 BY MR. POULSON:

15 Q. Was there any problem with him entering the white
16 card business after leaving NSP?

17 MR. SINGH: Same objection.

18 THE WITNESS: No, sir.

19 BY MR. POULSON:

20 Q. So why do you think he used NSP's trade secrets
21 after he left NSP? What's the evidence of that?

22 A. Monday.com access and sharing that information with
23 two other formal -- or former employees of NSP -- May
24 Sana, Rayne Bridges.

25 Q. How many times did Mr. Padhye access monday.com

1 after he left NSP?

2 A. Best of my recollection, four times.

3 Q. Well, we're not relying on your recollection.

4 You're speaking on behalf of the company, so...

5 A. But as a company representative, reviewing
6 monday.com --

7 Q. Right.

8 A. -- I believe he accessed it four times.

9 Q. Four times. What days?

10 A. I don't have that data.

11 Q. You need to tell me.

12 MR. SINGH: He can tell you what he knows.

13 MR. POULSON: He needs to tell me --

14 MR. SINGH: He --

15 MR. POULSON: -- the dates.

16 BY MR. POULSON:

17 Q. If you don't know -- do you not know?

18 A. Not off the top of my head, no.

19 Q. All right.

20 A. I'd have to go back and look at the records for
21 monday.com access.

22 Q. Right. So how long was he on monday.com? You're
23 unable to tell me how many times -- it's your job to
24 educate yourself as to these issues, correct?

25 A. And I have.

1 Q. You understood that?

2 A. I have.

3 Q. And what did you do to educate yourself as to Mr.
4 Padhye's improper access of the monday.com site?

5 A. I reviewed the access records --

6 Q. Okay.

7 A. -- some time ago, but I don't have the exact dates.

8 Q. Did you produce those access records?

9 A. We produced the monday.com records, and we were --
10 produced the support tickets that were generated, I
11 believe.

12 Q. Did you produced the monday.com access records that
13 reflect Mr. Padhye's improper accessing of that site
14 after he left NSP?

15 A. I believe I did.

16 Q. What Bates numbers are those? It's your haystack.
17 It's your needle. You got to show me.

18 MR. SINGH: If you don't know the number, you
19 don't have to tell or disclose the number. You can just
20 tell him you don't know.

21 THE WITNESS: I don't know.

22 MR. POULSON: All right. We are coming back
23 on that one, though. We're coming back on a lot.

24 BY MR. POULSON:

25 Q. How long was the -- over how many days -- well, let

1 me ask this: When was the first time Mr. Padhye
2 accessed the monday.com site after he left NSP?

3 A. I believe it was in July.

4 Q. How long was he on there?

5 A. I don't have that information.

6 Q. What did he do when he was on it -- in that --
7 sorry.

8 What did Mr. Padhye do when he accessed the
9 monday.com site after he left NSP?

10 A. I believe he reviewed and added information.

11 Q. What information?

12 A. Provider names, patient names, and marketing
13 progress.

14 Q. He added info?

15 A. He had access, yes.

16 Q. No, you said he added info.

17 A. He added comments to monday.com.

18 Q. So he accessed it, he reviewed information, and he
19 added comments?

20 A. If he had access and he logged in, I would assume
21 he reviewed. I wasn't there with him when he did this.

22 Q. Do you have any evidence of what he did while he
23 was on monday.com?

24 A. Comments were added. I assume they were from
25 him -- that were not from our employees.

1 Q. What is the evidence? So you don't know the
2 evidence -- you can't point to the evidence showing that
3 Mr. Padhye accessed monday.com after he left NSP, can
4 you?

5 MR. SINGH: Objection. Misstates prior
6 testimony.

7 THE WITNESS: I can.

8 BY MR. POULSON:

9 Q. Okay. What is it?

10 A. What is the evidence?

11 Q. Yeah.

12 A. We have logins.

13 Q. Where?

14 A. They were printed out. I have them in a database,
15 yes.

16 Q. Can you show me? Because I --

17 A. I don't have them right now.

18 Q. Okay. I'll -- could you get them at lunch?

19 A. I'd have to see what I can get.

20 MR. SINGH: We don't have access to a printer.

21 THE WITNESS: Yeah.

22 MR. SINGH: Mr. -- just --

23 THE WITNESS: I had -- they were hard copy. I
24 don't have them.

25 MR. SINGH: We produced all documents.

1 Q. How do I find the access records showing that Mr.
2 Padhye improperly accessed that site after he left NSP?

3 MR. SINGH: Objection. Vague.

4 THE WITNESS: You'd have to run a search for
5 password, username, I'm assuming.

6 BY MR. POULSON:

7 Q. You don't know? What would be the password?

8 MR. SINGH: Objection. Vague.

9 THE WITNESS: I don't know what the password
10 was or what he used.

11 BY MR. POULSON:

12 Q. So how do I --

13 A. So the word "password" might bring up a login page.
14 You're asking me for words, terms that might --

15 BY MR. POULSON:

16 Q. No. I --

17 A. -- bring up.

18 Q. I'm not asking for words or terms that might. I'm
19 asking for words or terms that will.

20 A. So you're asking about access to a website?

21 Q. Right.

22 A. That's a generic search. It has nothing to do with
23 any -- anything --

24 Q. So how do you know it was Mr. Padhye that did it?

25 MR. SINGH: Objection. Vague.

1 THE WITNESS: There were notes entered. His
2 name was there in the -- in the monday.com records. I'd
3 have to go back down and review those records again.

4 BY MR. POULSON:

5 Q. So right now you can't tell me how --

6 A. He logged in.

7 Q. How do you know that?

8 A. He put himself as administrator.

9 Q. Okay.

10 A. The support -- the support team at monday.com
11 informed us that he listed himself as administrator.

12 Q. Okay.

13 A. Now, those support records, we can get from
14 monday.com. But that would reveal that he, on a number
15 of occasions, replaced himself as -- put himself in
16 place as an administrator of the app, or the
17 application.

18 Q. Did he ever ask you to remove him as administrator
19 for the website?

20 A. He was removed by our HR person.

21 Q. Did he ever --

22 A. And our marketing person.

23 Q. Did he ever ask you to remove him as the
24 administrator of the -- for --

25 A. No, sir. Not me.

1 Q. And that -- those trade secrets that were on the
2 monday.com site, are any of them listed in Exhibit 6?

3 A. Yes, sir.

4 Q. Where?

5 A. Financial statements.

6 Q. Could you be more specific?

7 A. Number 1 -- Bates Control No. 15887.1.

8 Q. Wait a moment. So what -- what page?

9 A. First page.

10 Q. The one that says, National Specialty Pharmacy --

11 A. Yes.

12 Q. -- financial statements?

13 A. Yeah. I am basing my responses just on the title
14 of the documents, not knowing off the top of my head
15 what they contain.

16 Q. So you don't even know if they contain trade
17 secrets?

18 A. I know they -- my review of these documents -- the
19 actual documents, not this list that you're providing
20 me -- the actual documents revealed are trade secrets.
21 Yes, sir.

22 Q. So --

23 A. I can continue if you'd like.

24 Q. Sure.

25 A. There's another financial statements reference.

1 There's a compound claim example.

2 Q. Well, I'm -- I'm looking --

3 A. There's --

4 Q. -- for all of the trade secrets --

5 A. Yeah.

6 Q. -- that you claim --

7 A. Yeah.

8 Q. -- Mr. Padhye misappropriated --

9 A. Yes.

10 Q. -- from the monday.com site.

11 A. Right. You didn't say that the first time.

12 Q. I did say that.

13 A. No, you said, what's on this list? The patient
14 lists and the provider lists and the marketing targets,
15 those were all on monday.com. They was -- those were
16 all accessed by Mr. Padhye after he resigned.

17 Q. And what's your evidence of that?

18 MR. SINGH: Objection.

19 THE WITNESS: We just --

20 MR. SINGH: Calls for a legal conclusion.

21 THE WITNESS: We just -- we just -- as you
22 asked and -- and I answered that question, it's his
23 access, which can be shown with the support records of
24 monday.com.

25 BY MR. POULSON:

1 Q. But those records show he just accessed the
2 website, correct?

3 A. Yes.

4 Q. What else do they show?

5 A. That he was exposed to that information. By
6 accessing a website, you see what's on that website.
7 And it was a list of providers, list of patients, list
8 of targets, list of markets, list of -- of strategies to
9 attack those markets and those providers and those --
10 and those patients. So it shows our proprietary
11 marketing strategy, our proprietary patient list, and
12 our proprietary provider list.

13 Q. But you don't know how long he was on that website,
14 what day he was on that website?

15 A. I'm sure we can find that out from monday.com.

16 Q. But you don't know sitting here? On behalf of NSP,
17 you don't know?

18 A. I can't give you a specific date off the top of my
19 head, no.

20 Q. Are there any -- so are there any documents or
21 files listed on Exhibit 6 that you claim Mr. Padhye
22 inappropriately accessed through monday.com?

23 MR. SINGH: Objection. Vague. Calls for
24 legal conclusion.

25 THE WITNESS: Can you please repeat that

1 question?

2 MR. POULSON: Could you repeat it?

3 THE RECORDER: Give me one moment. I'll queue
4 that up.

5 (The previous question was played back.)

6 THE WITNESS: Yes.

7 BY MR. POULSON:

8 Q. Which ones?

9 A. My recollection of reviewing these documents was
10 the patient list and a provider list. I don't know
11 which ones of these -- these are simply titles. I don't
12 know which ones of these. Some of them are listed as,
13 attached image, some are dot-PDF, some are -- I don't --
14 I don't -- I can't memorize a title and -- associated
15 when you give me a list of this many documents.

16 Q. So you're saying yes, but you're saying no?

17 A. I'm saying --

18 Q. So you don't know?

19 A. No, I'm saying yes. You asked me --

20 Q. Yes, but you don't know which ones?

21 A. If you show me the documents, I can tell you.

22 Q. But why do you say yes if you don't even know?

23 A. There's a patient list I reviewed. If this is a
24 master list of all documents that were provided to you
25 yesterday and those are the documents I reviewed --

1 things that were happening at Taycan and that they were
2 possibly happening at the time that he was employed.

3 Q. So it was after he had left NSP?

4 A. Yes.

5 Q. So you're not aware of any damages or costs that
6 NSP incurred as a result of that breach?

7 A. We closed --

8 MR. SINGH: Objection.

9 THE WITNESS: Sorry.

10 MR. SINGH: Calls for a legal conclusion.

11 THE WITNESS: It caused us to close.

12 BY MR. POULSON:

13 Q. But at the time he left, you were still giving him
14 a chance?

15 A. At the time he resigned --

16 Q. Right.

17 A. -- I was going to see if he could continue -- he
18 could produce the business that he had -- he and I had
19 discussed over and over again, including before he
20 joined.

21 Q. Sure. Okay. You also have a claim for tortious
22 interference against Mr. Padhye -- tortious interference
23 with a contract.

24 What contracts did Mr. Padhye tortuously interfere
25 with?

1 MR. SINGH: Objection to the extent it calls
2 for a legal conclusion.

3 THE WITNESS: The -- the contracts that we had
4 with our providers -- not contracts -- agreements we had
5 with our providers to provide us with patients.

6 BY MR. POULSON:

7 Q. Okay. Hold on. So you know in your complaint, it
8 states in Paragraph 104 -- you can take a look.

9 A. Yeah.

10 Q. It says, Padhye intentionally recruited and
11 instigated Sana, Bridges, and Brown to resign from NSP
12 and instead work at Taycan Wellness, a direct competitor
13 to NSP founded by Padhye. But you're not referring to
14 that?

15 A. I'm -- let me finish.

16 Q. Yeah.

17 A. You interrupted me.

18 Q. Okay.

19 A. So I had employment agreements with all of these
20 employees that he was also talking to. That's
21 interference with my -- with NSP's contract of
22 employment with May -- May Sana, Rayne Bridges, and
23 Daniel Brown.

24 Q. But no one breached those contracts?

25 A. He interfered with those contracts. What did --

1 yeah, that's a legal conclusion. What's tortious
2 interference?

3 Q. Right. I mean, they could leave at any time,
4 right?

5 A. He solicited them to leave. Yeah.

6 Q. So it's not that they left; it's just -- it's why
7 they left that bothers you? If they had left for
8 another reason, then you wouldn't be concerned, but
9 because they left to go to him, that bothers you?

10 A. It's because he solicited them to go to him.

11 Q. So it's not them leaving; it's him soliciting them?

12 A. It's at-will. They can leave --

13 Q. Right.

14 A. -- for any reason or no reason.

15 Q. Right. So he --

16 A. But he interfered with my contract with them.

17 Q. Because they left?

18 A. Because he solicited them.

19 Q. Because they left? I mean, if they hadn't left --
20 if he solicited with them and they didn't leave, would
21 there be a breach?

22 A. The solicitation provision is pretty clear. That
23 doesn't require them to leave.

24 Q. I'm talking about tortious interference.

25 Non-solicitation provision, it's -- it's unenforceable

1 in California, so I'm not worried about that.

2 A. Okay. But the --

3 Q. Okay. So I'm talking about the tortious
4 interference.

5 MR. SINGH: That's not a question.

6 MR. POULSON: Yeah. No, it's --

7 MR. SINGH: You're making a comment.

8 MR. POULSON: Right. It's not a question.

9 It's a fact.

10 BY MR. POULSON:

11 Q. So the tortious interference with the contract, I'm
12 trying to understand, what contracts are you talking
13 about? You mentioned those three employment contracts.
14 But they can leave regardless, so no one breached the
15 contract. He didn't encourage anyone to breach a
16 contract, did he?

17 MR. SINGH: If you have a question, you can
18 ask it. I --

19 MR. POULSON: I just asked, did he?

20 MR. SINGH: You're making arguments --

21 MR. POULSON: Did he --

22 MR. SINGH: -- and then there's the question
23 that follows. So you can just stick to the questions if
24 you want to move this along.

25 BY MR. POULSON:

1 Q. Did he --

2 A. Did he what?

3 Q. Did he tortuously interfere with anyone's contract
4 with NSP?

5 A. That's a legal conclusion.

6 MR. SINGH: Objection. Calls for a legal
7 conclusion.

8 BY MR. POULSON:

9 Q. No, it's a -- it's a claim.

10 A. It is a legal conclusion. Give me a --

11 Q. What facts do you have --

12 A. Ask me -- if you ask me --

13 Q. -- that he did anything? Well, did he -- did he --
14 did he interfere in any way with any of NSP's contracts?

15 MR. SINGH: Objection. Overbroad.

16 BY MR. POULSON:

17 Q. And if so --

18 MR. SINGH: Calls for a legal conclusion.

19 BY MR. POULSON:

20 Q. -- which ones, and how did he do it, and what's
21 your evidence of it?

22 MR. SINGH: Objection. Compound.

23 BY MR. POULSON:

24 Q. And how did --

25 THE RECORDER: I need you guys to speak one a

1 time.

2 BY MR. POULSON:

3 Q. Did he interfere with any of NSP's contracts?

4 MR. SINGH: Objection. Calls for a legal
5 conclusion and overbroad.

6 THE WITNESS: He solicited existing employees.

7 BY MR. POULSON:

8 Q. Okay. Other than that?

9 A. He contacted providers.

10 Q. What providers?

11 A. He contacted a physician, Dr. Capobianco.

12 Q. Who is that?

13 A. He was one of our main providers.

14 Q. And so how did that interfere with your
15 relationship with him?

16 A. He provided us with 900 patients.

17 Q. Right. So --

18 A. And he referred 900 patients to us.

19 Q. Okay.

20 A. Dr. Capobianco let me know that he was contacted by
21 Sameer. I don't know what the -- it was following his
22 employment.

23 Q. But how did that interfere with your relationship
24 with this doctor? That's what I don't understand. He
25 just contacted one of your providers?

1 A. Yeah.

2 Q. Well, how did he interfere with your relationship,
3 contractual or otherwise, with that --

4 A. I don't know --

5 Q. Okay.

6 A. -- beyond that.

7 Q. All right. So the only three contracts that you're
8 claiming Mr. Padhye interfered with are the employment
9 contracts, correct?

10 A. Yes. We don't have contracts with providers. We
11 have agreements with providers. They're not -- they're
12 not written agreements. They're --

13 Q. Contracts don't have to be written, but it doesn't
14 matter.

15 But are you -- you attached Daniel Brown's contract
16 to the complaint; are you aware of that?

17 A. I attached Daniel Brown's contract to the
18 complaint.

19 Q. Correct, as an exhibit. Are you -- are you aware
20 of Mr. Padhye ever seeing or being aware of any other
21 employee's employment contracts with NSP?

22 A. I don't know that.

23 Q. Okay. When you found out that Mr. Brown was
24 conducting work for Taycan, did you instruct him to
25 stop?